

48HoursInUtah

THE FILM CONTEST

Is there a filmmaker in you?

Talent Release Form

1. For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, I agree to participate on camera and/or in voice-over in and in connection with a motion picture ("Film") being produced by _____ ("Filmmaker") as part of the Utah Art Council's 48HoursInUtah film contest titled _____ (the "Project") filmed during the period of 7:00 pm on Friday, January 4, 2008 through 6:59 pm on Sunday, January 6, 2008.

2. I hereby grant to Filmmaker and the Utah Art Council and their respective parents, affiliates, subsidiaries, licensees and assigns (collectively "the Released Parties"): (a) the right (but not the obligation) to film, photograph and otherwise visually and audiovisually record me and to record my voice, conversations, sounds and performances in and in connection with the Footage ("Footage"); (b) all rights of every kind and character whatsoever (including without limitation copyrights) in and to the results and proceeds of my appearance in the Footage including, without limitation, all film, photographs and video and audio recordings produced by the Utah Art Council and/or Filmmaker in connection therewith (collectively "Recordings"), any and all performances, stories, statements or actions made by me, whether written, spoken, sung, or otherwise uttered or expressed by me, or information given by me, captured on any such Recordings (collectively the "Results and Proceeds").

3. Filmmaker and the Utah Art Council shall be the exclusive owner(s) of the Results and Proceeds giving them the right to, without limitation, in perpetuity throughout the universe, in any and all languages, in any and all media now known or hereafter invented: (a) exhibit, broadcast, use, reproduce and license others to use as they see fit all or any part of the Results and Proceeds; (b) edit, dub, subtract from, add to or modify the Results and Proceeds in any manner, combine it with any other material and/or incorporate it into other program(s); and (c) use and license others to use my name, voice, likeness, image, photograph, performance, participation, expressions, personal experiences and biographical material (collectively "Name and Likeness"), in and in connection with the production, distribution, advertising, publicity, promotion, exhibition and other exploitation of the Footage, and in connection with the Utah Art Council or the Utah Art Council's products and services, an unlimited number of times, without any obligation of any kind to me whatsoever.

4. I hereby expressly waive any and all so-called "moral rights" or "droits morale" in connection with the Results and Proceeds and my appearance(s) and my furnishing of any Pre-existing Materials in and in connection with the Footage. My signature hereon subsequent to the production of the Results and Proceeds shall have the same effect as if I had signed in advance thereof.

5. I voluntarily assume any and all risks, known or unknown, associated with (i) my participation in the Project, (ii) the Film and/or (iii) the broadcast, exhibition and/or promotion of the Film and/or the Documentary Footage (collectively "my Participation"). To the fullest extent allowed by law, I waive any right to seek compensation or damages from the Released Parties and discharge them from all liability, damages, claims injuries and/or losses (including attorneys fees) arising out of or resulting from my participation in the Project and/or my appearance in the Film, including without limitation personal injury, property damage, death, defamation, unauthorized use of name or likeness and/or invasion of privacy.

6. I represent that my appearance in the Film (and my furnishing of Pre-existing Materials, if any) will not to the best of my knowledge (i.e., what I know or should know after the exercise of reasonable

Talent Release Form cont.

prudence) infringe upon the rights of any third party. I represent and warrant that I have all rights and authority to enter into this agreement and to grant the rights granted herein. No other authorization is necessary to enable Filmmaker and/or the Utah Art Council use my Name and Likeness, the Results and Proceeds and/or the Pre-existing Materials (if any), for the purposes herein contemplated. I hereby waive any right of inspection or approval of my appearance, my Name and Likeness and/or the uses to which such appearances and/or my Name and Likeness may be put. I acknowledge that you will rely on this permission potentially, at substantial cost to you and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder. This agreement shall be governed by and construed in accordance with the internal laws of the State of Utah without regard to its conflicts of law provisions.

Agreed and Accepted:

Name: _____

Signature: _____

Date: _____

Phone: _____ Email: _____

Address: _____

If Signatory is under 18:

I represent and warrant that I am the parent or guardian of the minor whose name appears above, that I have read and approve of the foregoing Release, and consent to its execution by my child/ward. I hereby release the Released Parties as set forth and in accordance with the foregoing Release from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee my child's/ward's releases and waivers as set forth above.

Signature of Parent or Guardian Printed Name Date

Address

Phone Email

RETURN FORM TO:

48HoursInUtah: The Film Contest

Utah Arts Council, 617 E. South Temple, Salt Lake City, UT 84102

Email: Idurand@utah.gov

Fax: 801-236-7556